

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Eastern District of Washington on the following

☒ Trademarks or ☐ Patents. (☐ the patent action involves 35 U.S.C. § 292.);

DOCKET NO. CV-11-180-JLQ	DATE FILED 05/06/11	U.S. DISTRICT COURT Eastern District of Washington
PLAINTIFF Invisible Fence, Inc.		DEFENDANT Dennis Hogan, d/b/a Invincible Inc, a/k/a Invincible Inc Dog Fence of North America
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1	SEE ATTACHED COPY OF COMPLAINT FOR TRADEMARK INFRINGEMENT	
2	1,765,230	
3	1,600,470	
4	1,376,021	
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY			
	<input type="checkbox"/> Amendment	<input type="checkbox"/> Answer	<input type="checkbox"/> Cross Bill	<input type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK		
1				
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
<i>See attached.</i>

CLERK <i>James Larsen</i>	(BY) DEPUTY CLERK <i>Rebecca Demark</i>	DATE <i>8/9/12</i>
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Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
 Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

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--Case Participants: Roy Bradford Brittian (akreis@merchantgould.com, bbrittian@merchantgould.com, mfee@merchantgould.com), John Thomas Winemiller (jwinemiller@merchantgould.com), Regina V Culbert (kbutcher@merchantgould.com, rculbert@merchantgould.com), Duncan C Turner (courtntices@badgleynullins.com, duncanturner@badgleynullins.com), Senior Judge Justin L. Quackenbush (j1q_chambers@waed.uscourts.gov, justin_quackenbush@waed.uscourts.gov)
--Non Case Participants:
--No Notice Sent:

Message-Id:<1673144@waed.uscourts.gov>

Subject:Case 2:11-cv-00180-JLQ Invisible Fence Inc v. Hogan et al Consent Decree

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Eastern District of Washington

U.S. District Court

Notice of Electronic Filing

The following transaction was entered on 11/15/2011 at 2:31 PM PST and filed on 11/15/2011

Case Name: Invisible Fence Inc v. Hogan et al

Case Number: 2:11-cv-00180-JLQ

Filer:

WARNING: CASE CLOSED on 11/15/2011

Document Number: 31

Docket Text:

CONSENT DECREE. Signed by Senior Judge Justin L. Quackenbush. (PL, Case Administrator)

2:11-cv-00180-JLQ Notice has been electronically mailed to:

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2:11-cv-00180-JLQ Notice has been delivered by other means to:

Dennis Hogan
4608 Williams Valley Road
Clayton, WA 99110

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1069357611 [Date=11/15/2011] [FileNumber=1673142-0] [63023f5dd5e383f7d80e5c1b5e446c0db1794c9e7c023c96870d2124da62c06005e61383e4b6103b6e8632df3140f8b18c36c2f0cf0190d0b4849991a6a11f76]]

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2
3 UNITED STATES DISTRICT COURT
4 EASTERN DISTRICT OF WASHINGTON
5

6 INVISIBLE FENCE, INC.,

7 Plaintiff,

} NO. CV-11-0180-JLQ

} CONSENT DECREE
8

9 vs.

10 DENNIS HOGAN, an individual, d/b/a
11 INVINCIBLE INC., a/k/a INVINCIBLE
12 INC, DOG FENCE OF NORTH
AMERICA

13 Defendants.
14

15 CONSENT DECREE

16
17 **I. BACKGROUND**

18 Plaintiff, Invisible Fence, Inc., owns the trademarks "Invisible®" (U.S. Reg. No.
19 1,765,230), "Invisible Fence®" (U.S. Reg. No. 1,600,470), "Invisible Fencing®" (U.S.
20 Reg. No. 1,371,021), for use on and in connection with pet containment systems and
21 components thereof (collectively referred to herein as "the Invisible Fence Marks").
22 Plaintiff instituted this civil action against defendants Dennis Hogan, an individual d/b/a
23 Invincible Inc., a/k/a Invincible Inc., Dog Fence of North America, and Invincible Inc.,
24 d/b/a Invincible Inc. Dog Fence of North America on May 6, 2011. The Complaint
25 asserts claims of trademark infringement in violation of 15 U.S.C. § 1114 and the
26 common law, federal cybersquatting for use of the domain names
27 "invisiblefencespokane.com" and "invisibletypefence.com," unfair competition in

1 violation 15 U.S.C. § 1125(a) and the common law, and trademark dilution in violation
2 of 15 U.S.C. § 1125(c). The parties have now agreed to the settlement of this action, and
3 have entered into a settlement agreement. Pursuant to the terms and conditions of said
4 settlement agreement, the parties have jointly requested entry of this Consent Decree.

5 Accordingly, the Court ORDERS as follows:

6 **II. JURISDICTION AND VENUE**

7 1. This Court has jurisdiction over the subject matter and the parties in this
8 case.

9 2. Venue in this district is proper pursuant to 28 U.S.C. § 1391.

10 **III. TRADEMARK OWNERSHIP**

11 3. Plaintiff is the owner of the trademarks "Invisible®" (U.S. Reg. No.
12 1,765,230), "Invisible Fence®" (U.S. Reg. No. 1,600,470) and "Invisible Fencing®"
13 (U.S. Reg. No. 1,371,021), each for use on and in connection with pet containment
14 systems and components thereof.

15 **IV. STIPULATED DECREE**

16 4. Immediately upon execution of this Consent Decree, Defendants, any and
17 all companies and businesses owned or controlled by Defendants, individually or
18 collectively, their successors, assigns and transferees, and their officers, directors,
19 shareholders, owners, members, managers, employees, agents, servants, and
20 representatives, and all persons in active concert or participation with any one or more
21 of them, are permanently enjoined from:

22 (a) using on Defendants' website(s) the Invisible Fence Marks and any
23 word(s), term(s), name(s) or symbol(s) which, either alone or in combination with
24 the Invisible Fence mark(s), are likely to cause confusion, or to cause mistake, or
25 to deceive as to the affiliation, connection, or association of defendant with
26 Plaintiff, or as to the origin, sponsorship, or approval of Defendant's goods,
27 services or commercial activities by Plaintiff;

1 (b) use of the Invisible Fence Marks as a domain name or part of a
2 domain name, as a search engine keyword or adword, as metadata, in any
3 sponsored search engine listings or other sponsored links;

4 (c) using illegally in commerce any word(s), term(s), name(s), symbol(s)
5 or device(s), or any combination thereof, or any false designation of origin, false
6 or misleading description of fact, or false or misleading representation of fact,
7 which is likely to cause confusion, or to cause mistake, or to deceive as to the
8 affiliation, connection, or association of Defendants with Plaintiff, or as to the
9 origin, sponsorship, or approval of defendant's goods, services or commercial
10 activities by Plaintiff;

11 (d) using illegally in commerce any word(s), term(s), name(s), symbol(s)
12 or device(s), or any combination thereof, or any false designation of origin, false
13 or misleading description of fact, or false or misleading representation of fact,
14 which, in commercial advertising or promotion, misrepresents the nature,
15 characteristics, qualities or origin of Plaintiff's goods, services, or commercial
16 activities;

17 (e) falsely passing of Defendants' goods or services as those of Plaintiff;
18 and/or

19 (f) diluting the distinctive quality of the Invisible Fence Marks as defined
20 by law.

21 **V. CONTINUING JURISDICTION**

22 5. This Court shall retain jurisdiction over the Parties hereto for purposes of:
23 (a) the enforcement of this Consent Decree and the associated Settlement Agreement; (b)
24 resolution of any disputes arising therefrom or associated therewith; and (c) any further
25 litigation involving the issues raised in Plaintiff's Complaint filed herein.
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1 **VI. ATTORNEY FEES AND COSTS**

2 6. Each Party shall bear its own attorney fees, costs, and expenses incurred in
3 connection with, and relating to, this civil action and the resolution thereof.

4 **VI. DISMISSAL OF ACTION**

5 7. Except as otherwise indicated above, this case shall be dismissed with
6 prejudice.

7 The Clerk of this court shall enter this Decree, enter judgment of dismissal with
8 prejudice of the Complaint and the claims therein, and close this file.

9 Dated November 15, 2011.

10 s/ Justin L. Quackenbush
11 JUSTIN L. QUACKENBUSH
12 SENIOR UNITED STATES DISTRICT JUDGE
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